

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
BI INCORPORATED OF COLORADO
FOR ELECTRONIC MONITORING SERVICES
RFP 11-0607**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and BI Incorporated of Colorado, a foreign corporation authorized to conduct business in the State of Florida, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #11-0607, for provision of Electronic Monitoring Services to track and monitor offender movement to ensure their compliance with court-ordered requirements, in conjunction with the COUNTY's needs; and

WHEREAS, the Lake County Board of County Commissioners has determined that a Global Positioning Satellite (GPS) system capable of continuous active and passive monitoring and tracking is designed to provide this service. That is, it is capable of tracking the movements of offenders in the community during court-specified hours, as well as of detecting violations or intrusions of court-ordered stay-away locations; and

WHEREAS, CONTRACTOR desires to provide such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide a continuous "active" as well as "passive" remote location monitoring service that utilizes the Global Positioning

System (GPS). This system shall be used to monitor the whereabouts of Court-ordered offenders who are placed under the supervision of the Lake County Probation Services Division as an alternative to incarceration. "Passive" GPS means tracking devices continuously logging location information at predetermined intervals, usually ranging from every few seconds to every few hours. Using a computer with Internet access, COUNTY users can access location and movement information at longer, predetermined intervals, such as on a daily basis, but not in near real time. "Active" GPS means tracking devices continuously logging and reporting location information at predetermined intervals usually ranging from every few seconds to every few hours. Using a computer with Internet access, COUNTY users can immediately access the continued feed of location and movement information in near real time.

2.2 The anticipated number of offenders to be monitored/tracked may range from one (1) to fifty (50) clients on a continuous basis. However, COUNTY is under no obligation to maintain a minimum or maximum number of offenders on the system.

2.3 This program shall be 100% offender funded with the CONTRACTOR supplying the staff, equipment, system, and necessary resources to administer this program and accept the business risks and un-recoverable expenses of the program.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to furnish all personnel, equipment, and monitoring services necessary for the provision of the Court-ordered monitoring and tracking services for COUNTY in accordance with the terms and conditions of this Agreement and in accordance with Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**, and in accordance with CONTRACTOR's technical proposal, attached hereto on disk and incorporated herein by reference as **Exhibit B**. CONTRACTOR shall make reasonable efforts to provide COUNTY with answers to specific support requests as related to the equipment, monitoring services, and overall operation of the program.

3.2 This Agreement shall commence on the date of approval of the Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services. The initial Agreement term is three (3) years, and shall remain in effect until completion of the expressed and/or implied warranty periods.

Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year periods under the same terms and conditions. The Agreement prices shall prevail for the full duration of the initial term and

any renewal term(s) subsequently exercised. Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to price based on changes in the Consumer Price Index (CPI). It is the CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The written request for adjustment must clearly substantiate the requested increase and should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will presume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustment requests submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments.

The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONTRACTOR. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. Continuation of the Agreement beyond the initial period is a COUNTY prerogative and not a right of the CONTRACTOR. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 CONTRACTOR shall be responsible for installing and removing all devices on an appointment basis at the COUNTY probation office. Requests for support (installation/de-installation) will be initiated by the COUNTY, after verification of pre-payment by the offender, via phone, fax, or mail with appointments for such activity intended to be scheduled for 8 a.m. to 5 p.m., Monday through Friday at the COUNTY Probation Office located in Tavares, FL. However, all such activity will be subject to specific judicial directive. Limited office facility support will be available to the CONTRACTOR at the time of appointment, but the CONTRACTOR is responsible to provide the level of staffing required to provide the contracted services. CONTRACTOR is required to conduct installation and removals within the timeline established by the sentencing judge. Offenders are typically ordered to start the program within five (5) to fifteen (15) days from sentencing, but the exact timeline may vary on a case by case

basis. The COUNTY will allow CONTRACTOR to have the offender take the receiver home for connection to a phone line if such action is compatible with the CONTRACTOR's operating system. Participant offenders will be residents of Lake County.

3.5 COUNTY shall determine and set service plan, equipment utilization, device configuration, alert notification contact list, alert notification by event, backup officers and event pairing on forms provided by CONTRACTOR. Alert response and notification timing protocol shall be established by CONTRACTOR and agreed to by COUNTY prior to implementation of the monitoring services under this contract. CONTRACTOR shall notify COUNTY by established notification protocol and provide initial response for any Key Events, as delineated in the Scope of Services, except that COUNTY shall be responsible for the initial response in regards to tampering with equipment (all installed components) and Exclusion Zone violations. For Key Events in which CONTRACTOR provides initial response, CONTRACTOR shall attempt to contact the offender in an effort to resolve the alert condition and regain offender compliance. In the event that CONTRACTOR is unable to successfully resolve the alert condition and regain offender compliance, CONTRACTOR shall notify COUNTY by established notification protocol.

3.6 CONTRACTOR will perform the functions of data entry and data storage for all properly enrolled offenders. The data entry function consists of the input of all required demographic, curfew, and system configuration information, as provided and developed with COUNTY, on each case into the central host computer system. All status information relating to alerts of Key Events for each offender shall be documented and maintained by CONTRACTOR. Upon an offender's completion of the monitoring term, CONTRACTOR shall archive a termination record of all monitoring data compiled during the monitoring term. This record shall be maintained by CONTRACTOR for a period of no less than five (5) years from the date of each offender's termination.

3.7 The COUNTY may violate offender from the program for losing, stealing or damaging the equipment, and offender shall be the responsible party for payment of appropriate charges associated with such action.

3.8 The CONTRACTOR shall provide initial training for COUNTY users at no charge prior to the commencement of the electronic monitoring services. The training shall be divided into classroom-type and practical hands-on instruction.

Article 4. Payment

4.1 Offenders participating in the program shall be required to prepay for GPS Program Services through the Lake County Clerk's Office payment window as directed by the supervising

Probation Officer. The COUNTY shall provide monthly payment to CONTRACTOR for the previous calendar month services rendered. Payment shall be in accordance with the contracted daily rate times the number of active days offenders were supervised on GPS monitoring as set forth in **Exhibit C**, and in accordance with the invoicing requirements below. CONTRACTOR shall be responsible for maintaining its equipment at its own expense.

4.2 CONTRACTOR shall provide fully documented invoices on a monthly basis to the COUNTY Probation Division, copy to the COUNTY Finance Department, at P.O. Box 7800, Tavares, Florida 32778, which indicate, in addition to the basic information set forth below, the number of offenders monitored in the previous month.

All invoices shall contain the bid number, date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 Other than the expenses set forth in **Exhibit C**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. Special Terms and Conditions.

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30)

day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

5.4 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000

Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR's employees are injured, CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of the contract for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

5.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR,

its agents, employees or representative, in the performance of the CONTRACTOR's duties set forth in this Agreement.

5.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.8 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. Additionally, all items to be purchased under this Agreement shall be in accordance with all governmental standards, to include but not be limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

5.9 Public Records / Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall

maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

5.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.11 Prohibition Against Contingent Fees. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.12 Right to Audit.

A. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual costs of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

5.13 Acceptance of Goods and Services. Any goods and/or service(s) rendered under this Agreement shall remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. All work shall be performed in accordance with good commercial practice. All material, workmanship and equipment shall be subject to the inspection and approval of the COUNTY. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. The apparent silence or omission regarding any details or descriptions concerning any point within the scope of services, addenda or specifications shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

5.14 Correction of Defects. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications herein. In the event any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement of the item, or a full credit for the returned item, ordering re-performance of service, or termination of the Agreement for default. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased

product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY.

5.15 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

Article 6. Miscellaneous Provisions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 With the written consent of CONTRACTOR, other agencies and third parties may make purchases in accordance with this Agreement. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the COUNTY identifying the requirements of the additional County department(s).

6.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

BI Incorporated of Colorado
William Bradley Cooper
Executive VP of Finance and CFO
6400 Lookout Road
Boulder, Colorado 80301

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, Florida 32778

cc: Tony Deaton

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:


Exhibit A	Scope of Services
Exhibit B	Technical Proposal (disk attached)
Exhibit C	Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the _____ day of _____, 2011 and by CONTRACTOR through its duly authorized representative.

Agreement between Lake County and BI Incorporated of Colorado
RFP 11-0607; Electronic Monitoring Services

CONTRACTOR

BI INCORPORATED OF COLORADO

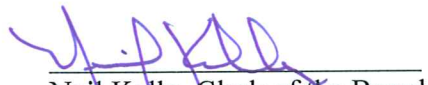

Name: Michael E. Hankard
Title: Corporate Controller


This 10th day of May, 2011.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida


Jennifer Hill, Chair
This 10 day of June, 2011.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A

SCOPE OF SERVICES

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All offerors must be able to provide:

General System Requirements

1. The system, at a minimum, shall be capable of electronically monitoring/tracking an offender's presence at or absence from locations within Lake, Orange, Osceola, Polk, Pasco, Hernando, Sumter, Citrus, Marion, Volusia and Seminole Counties, including the City of Orlando and other locations that may be specified during specific periods. The system shall also record the offender's recent movements in the community (passive). The monitoring/tracking base system shall be a continuous signaling, radio frequency-based transmitter, GPS portable tracking unit and base station or combined one piece unit, capable of reporting in near real time the continuous location of offenders (active).
2. The equipment provided by the Contractor shall include a wearable GPS tracking device for offender monitoring under ISO 9000 Certification Standards for quality control.
3. The monitoring equipment that the Contractor proposes shall be of the latest technology available from the manufacturer of the equipment.
4. The monitoring equipment shall have unique frequencies and identifiers to identify the offender assigned to each individual unit.
5. The monitoring equipment shall use standard telephone lines, CDPD, Cellular, or similar means to communicate between the individual base stations and the monitoring center. All telecommunications charges shall be include in the daily unit cost.
6. The Contractor, prior to the commencement of the contract, shall certify that the monitoring/tracking equipment is the manufacturer's latest model. Confirmation of this shall be made in writing to the County's Contract Administrator prior to the commencement of this contract. Throughout the life of the contract, the Contractor shall provide the County with the latest equipment model. The Contractor shall ensure that all equipment provided to the County shall have all final Beta testing completed and be ready for release.
7. If the Contractor is not the manufacturer of the equipment to be used in this contract, then, the Contractor shall insure that the equipment is under warranty and enter into a maintenance agreement to include equipment repair with the manufacturer at the Contractor's expense. If the Contractor

is the manufacturer of the equipment, it shall provide extended warranty and routine maintenance and repair of its equipment with no additional cost to the County.

8. The Contractor's equipment shall be upgradeable and the County shall receive from the Contractor all new revisions, as they become available, at no cost to the County.
9. The bidder's proposal shall include the equipment specification literature and the warranty information from the manufacturer.

Monitoring Transmitters

1. The Contractor shall assign one (1) F.C.C. Certified Transmitter to each identified offender which is affixed to the client, usually in the form of an ankle bracelet.
2. The transmitter GPS Monitoring Bracelet shall be lightweight, weighing no more than 10 ounces.
3. The transmitter's signal range shall be no greater than 300 feet under normal household conditions with a typical range of 100-150 feet.
4. The transmitter shall emit a signal at least once every 30 seconds. The signal content shall identify the offender, power status, and tamper/removal status, and be encrypted to discourage duplication.
5. The transmitter shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious upon visual inspection.
6. Transmitter straps shall be adjustable to fit any size offender. The strap shall be made of hypoallergenic materials and not made of any metal or steel that may cause injury to either the case managers or offenders.
7. The transmitter shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions.
8. The transmitter shall not pose a safety hazard or unduly restrict the activities of the offender.
9. The transmitter shall have internal battery power of at least one year without need for recharging or replacement. The Contractor will be responsible for supplying and replacing all defective or worn batteries.
10. The transmitter shall have an indicator that gives a low power signal to indicate that the transmitter power source should be replaced. Low power signals must be communicated to the monitoring center and responded to by the Contractor so that the transmitter signal is not lost.

GPS Tracking Unit(s)

1. The Contractor shall provide an F.C.C. certified monitoring unit (Portable GPS Tracking Unit) that receives radio-frequency signals from a participant-worn transmitter, and transmits data on the participant's monitoring status to a central monitoring system/facility operated by the Contractor.
2. The GPS tracking unit shall include an internal clock and a memory to store data if communication with the Monitoring Center is disrupted or if AC or backup power fails. If communication with the Monitoring Center is disrupted, the monitoring unit shall transmit stored data to the Monitoring Center as soon as communication is restored.
3. The GPS tracking unit shall be equipped with a location verification feature and a tamper notification system that alerts the Monitoring Center or case manager of any attempts to enter the unit or alter the routine operation of the unit.
4. The GPS tracking unit shall be lightweight, weighing no more than 16 ounces.
5. The GPS tracking unit shall be of a size small enough to be worn by the client or easily carried by the client.
6. The GPS tracking unit shall be tamper resistant.
7. The portable tracking unit shall collect GPS location points at a rate greater than one point per minute. All location points shall be electronically dated and time stamped and synchronized using the GPS.
8. The GPS tracking unit shall report at a minimum the following status data:
 - AC Loss;
 - Transmitter Tamper;
 - Transmitter Low Battery;
 - Inclusion / Exclusion Zone Violations;
 - Scheduled Calls;
 - Charge Condition and Time;
 - Missed Call Attempts;
 - Number of Calls Made;
 - Violation of Charge Rules;
 - Phone Loss;
 - Battery Back Up;
 - Case Tamper;

RF Leaves and Enters;
Location Leaves and Enters;
and, Loss of GPS Signal.

9. The GPS tracking unit shall be capable of storing four (4) or more days of data.
10. The GPS tracking unit shall operate for a minimum of sixteen (16) hours on a single battery charge.
11. The GPS tracking unit shall not lose any data if the battery is depleted.
12. All replaceable or rechargeable batteries shall be supplied and replaced by the Contractor.
13. The GPS tracking unit shall report all power losses, shutdowns, and battery condition to the monitoring center on a regularly scheduled basis.
14. The GPS tracking unit shall acquire GPS within two (2) minutes or less when placed in an outdoor environment with a 180 degree view of the sky from horizon to zenith.
15. The GPS tracking unit shall be configurable by the case manager using laptop or desktop computer equipped with a secure internet connection.
16. The GPS tracking unit shall encrypt all data communications.

Contractor Responsibilities

1. The Contractor will notify the County of any or all of the following system applicable Key Events, including but not limited to:
 - (a) Unauthorized absence from his or her residence.
 - (b) Proximity Violation (Portable Monitoring Unit not receiving Transmitter Signal).
 - (c) Inclusion and Exclusion Zone Violations
 - (d) Equipment malfunctions (all installed components).
 - (e) Tampering with equipment (all installed components).
 - (f) Power degradation (electrical loss or reserve backup power low).
 - (g) Location verification failure (includes loss of GPS signals).
 - (h) Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature).
2. The Contractor will record and store information obtained about the Key Events at a central location and allow case managers remote access to set

up the location parameters and schedules, and view, print, or download offender monitoring data, unless the system stores this data locally with the County.

3. The Contractor shall provide a real-time hosting environment that allows real-time access to offender data for active tracking, and same day access for passive tracking.
4. The Contractor will provide staff and equipment outlined in the proposal to perform installation, maintenance, and removal of all GPS equipment used with offenders in this program.
5. The Contractor will provide the initial response 24 hours a day, 7 days a week, for violations which can be resolved through direct client contact without the involvement of the County. Contractor will provide initial response for the following alerts:
 - (a) Unauthorized absence from his or her residence.
 - (b) Proximity Violation (Portable Monitoring Unit not receiving Transmitter Signal.
 - (c) Inclusion Zone Violations
 - (d) Equipment malfunctions (all installed components)
 - (e) Power degradation (electrical loss or reserve backup power low)
 - (f) Location verification failure (includes loss of GPS signals)
 - (g) Missed calls from the Monitoring unit (including loss of residential telephone contact for continuous remote location monitoring feature.

The County will receive the following alerts directly for initial response:
Tampering with equipment (all installed components)
Exclusion Zone Violations.

Continuous Monitoring System (GPS Satellite Tracking)

1. The GPS system shall provide continuous location monitoring of the offender's location within a range of plus or minus 15 meters. Location information shall be stored and downloaded to the central location at scheduled time periods or, minimally, every hour for active tracking, and the end of each day for passive tracking. Case managers shall be able to access information via remote access to the Contractor's secure internet website on a 24- hour-per-day basis. The remote interface includes a PC-based map overlay that enables the case manager to set both geographical areas of exclusion and inclusion for specified dates and times. The software enables the case manager to view the movement history of an offender client. The software shall enable the case manager to view the participant's movement history by way of a graphical mapping system overlay through the Contractor's secure internet website. This data must be stored five (5) years after case closure.

2. The Contractor shall provide a 100% Web/Browser based software platform without the need to load any proprietary software onto County, or State, hardware.

Monitoring System/Facility

1. The Contractor shall, at a centrally located Monitoring System/Facility, receive, store, and disseminate information generated by the monitoring equipment and systems, unless Contractor's system does so at the local County level. Any services provided through a sub-contractual arrangement may be performed at a separate center/facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking system; electronic monitoring system that is transparent to the case manager in the remote access environment).
2. The Contractor shall maintain a physical facility that meets all applicable Federal, State and Local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community. The Monitoring System and/or Facility shall be located at a secure location where access to the Center and all records are restricted only to authorized individuals.
3. Remote Access to Monitoring System: The Contractor shall provide to the County and case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information (i.e., web-enabled).

Note: The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4. Upon the occurrence of any Key Event, the monitoring system shall notify the case worker using the caseworker's selected options and schedule by fax, pager notification, or email (or all of these methods if selected).
5. The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a system malfunction.
6. Security Safeguards of Monitoring System Information: The Contractor shall specify its proposed security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility, which shall

include how employees and/or other staff will be monitored. After contract execution, the Contractor, prior to commencing services, shall submit a list of employees authorized to make changes or modify offenders' data or other agency program settings. Employees on the list will serve as contacts for case managers when there is a need to change/modify offenders' data. The Contractor shall detail how the company determines and maintains this authorization to employees.

7. The Contractor shall provide security codes to the County to guarantee the security of data modifications made remotely or over communications systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.
8. The Contractor shall provide information on monitoring system architecture to include the hardware, software, and power source(s). This shall include a description of contingency plans for system failures, such as notifying the case manager.
10. All on-site and off-site training provided by the Contractor under this contract (other than the answering of routine questions received over the course of performance) will be coordinated through the Contract Administrator or designee.

Overnight Delivery of Required Notices

In case of equipment or communication line failure, the Contractor shall provide delivery of required notices (alerts, daily reports, violations, etc.) by overnight delivery to the County to prevent any service interruption.

Testimony Preparation and Appearance

1. The Contractor shall be competent to attest to its methodology and performance in any legal proceedings if called upon or subpoenaed. If required to provide testimony, the Contractor shall have the person or persons with direct responsibility for the information requested, appear and testify on behalf of the County. The costs of travel and any witness fees will be paid by the County as provided for by law and are outside the scope of this contract.
2. The Contractor shall notify the County immediately upon receipt of any legal process requiring disclosure of records of offenders.
3. The Contractor shall, upon request of the Court, the County, or the Lake County Attorney's Office, and/or in response to a subpoena, appear and testify in any legal proceedings convened by the Court. The County

agrees to provide any necessary consent/release forms that Federal, state, or local law require.

Ethical Standards

1. The Contractor and its employees shall avoid compromising relationships with offenders, their families, and the County's staff. The Contractor shall immediately report any conflicts of interest, improprieties, or the appearance thereof, to the County.
2. The Contractor's staff providing services under the resulting contract shall meet sufficient standards of integrity to ensure that the confidentiality of offenders' records is not compromised. The Contractor shall ensure that its staff does not disclose information to any third party without written authorization from the County.

Records and Reporting

1. For the term of the contract, the Contractor shall maintain for inspection and examination by authorized County personnel, all offenders' records associated with the contract. At the end of the contract term, all offenders records will become the exclusive property of the County and the Contractor shall present all records to the County in a readable format.
2. The Contractor shall provide the County access to the monitoring system. The following items may be remotely accessed as needed by the County:
 - (1) Installations/terminations.
 - (2) Monitoring units (offenders) operating at the end of each month.
 - (3) Offender's schedule changes and alerts.
 - (4) Reports of equipment returned for repair and the repairs made.
 - (5) Alerts of specific key events.
 - (6) The County shall be able to remotely access the monitoring system as needed.
3. The Contractor shall designate a Contact Person who will respond to County requests within one business day. The Contact Person will be the initial point of contact and should coordinate all matters under the contract. The Contractor shall also designate a back-up to the Contact Person to whom inquiries and requests can be made in the absence of the Contact Person. Failure by the Contractor to provide a reliable point of contact will be cause to consider the Contractor in violation of the terms of the contract, which can be grounds for the County to terminate this contract. (NOTE: Contractor's Contract Contact Person is expected to

participate in the oral interview. See evaluation Criteria for Oral Interviews.)

Quality Control Program

The Contractor shall have a formal Quality Control Program in place that will detect errors in monitoring, prevent future errors, and provide quality assurance for the services provided under this contract to the County. The Quality Control Program will include a routine review process that addresses all areas of the Contractor's performance, and each mandatory service described above.

Equipment and Service Upgrades/Improvements

Throughout the life of the contract, the Contractor shall provide the County with the most recent generation of equipment. All equipment provided under this contract shall have completed final *Beta* testing and will be ready for release by the Contractor. All equipment and service upgrades or changes will be approved, in writing, by the County.

Contractor Qualifications

1. The Contractor shall have at least three years recent experience of active and passive GPS offender tracking/monitoring services.
2. The Contractor shall have quality systems and standards in place that conform to the quality systems standards of ISO 9000 for Design, Production and Installation of Electronic Monitoring Products and Electronic Monitoring Services. The Contractor shall provide a copy of this Certificate with its response.
3. Any Contractor who is a distributor/reseller of the manufacturer's equipment shall submit a separate ISO 9000 Certificate within ten (10) days of request from the County.

County Responsibility

1. The County will cooperate to the extent required by law with the Contractor's defense for and claims or lawsuits with respect to the actions of any individual who participates in the Lake County GPS tracking and monitoring program for criminal offenders.
3. Wherever possible, case managers and other County staff will use government-furnished electronic communications transmission systems and protocols (e.g., File Transfer Protocol (FTP), Hyper Text Transport Protocol (HTTP), or email) to send and receive monitoring information to

and from the Contractor. The County is responsible for providing its staff remote equipment for transferring monitoring information.

4. Offender compliance or noncompliance with GPS program requirements will be reported to the Court system by the County (Probation) based upon data reported to the County by the Contractor.
5. The County (Probation) will initiate the filing of criminal charges and request restitution from offenders, payable to the Contractor, in the event of stolen or unrecoverable GPS program equipment.

EXHIBIT C

PRICING SECTION

ELECTRONIC MONITORING AND TRACKING OF OFFENDERS

THE FIRM OF: BI Incorporated

Address: 6400 Lookout Road, Boulder, CO 80301

Hereby agrees to provide the requested services as defined herein for a price of:

1. Daily rate per offender for Active GPS tracking (to include all Equipment, monitoring and services required to meet or exceed the requirements defined in the Scope of Services).

1-10 offenders	<u>\$8.25</u>	<u>/day</u>
11-20 offenders	<u>\$8.25</u>	<u>/day</u>
21-30 offenders	<u>\$8.25</u>	<u>/day</u>
31-40 offenders	<u>\$8.25</u>	<u>/day</u>
41-50 offenders	<u>\$8.25</u>	<u>/day</u>
51-75 offenders	<u>\$8.25</u>	<u>/day</u>
76-100 offenders	<u>\$8.25</u>	<u>/day</u>
101+ offenders	<u>\$8.25</u>	<u>/day</u>

2. Daily rate per offender for Passive GPS tracking (to include all Equipment, monitoring and services required to meet or exceed the requirements defined in the Scope of Services).

1-10 offenders	<u>\$6.75</u>	<u>/day</u>
11-20 offenders	<u>\$6.75</u>	<u>/day</u>
21-30 offenders	<u>\$6.75</u>	<u>/day</u>
31-40 offenders	<u>\$6.75</u>	<u>/day</u>
41-50 offenders	<u>\$6.75</u>	<u>/day</u>
51-75 offenders	<u>\$6.75</u>	<u>/day</u>
76-100 offenders	<u>\$6.75</u>	<u>/day</u>
101+ offenders	<u>\$6.75</u>	<u>/day</u>

Active Tracking \$8.25/unit per day*
TOTAL: Passive Tracking \$6.75/unit per day

Installations and de-installations will occur at a County specified office on an appointment basis. These services will be provided at a rate of \$35/service. Service calls will be provided free of charge.